



CYNTHIA D. BANKS
Director

**COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY**

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

May 12, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT THE FY 2009-10 TITLE V
OLDER AMERICANS ACT GRANT FUNDS
(ALL SUPERVISORIAL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

This Board letter requests approval to accept FY 2009-2010 Older Americans Act (OAA) Title V funding for the Senior Community Services Employment Program (SCSEP) as required by the contract executed between the California Department of Aging (CDA) and the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept the FY 2009-2010 OAA Title V funding for the SCSEP in the amount of \$2,200,149 from the CDA.
2. Authorize the Director of CSS, or designee, to accept additional funding for the SCSEP from the CDA through FY 2012-2013, provided that the Director of CSS confirms, in writing, to the Board of Supervisors and the Chief Executive Office (CEO) within ten work days of acceptance.
3. Authorize the Director of CSS, or designee, to execute contract #TV-0910-19 with the CDA required for acceptance of the OAA Title V funding.
4. Authorize the Director of CSS, or designee, to execute all future contract amendments for contract number TV-0910-19, as needed, with the CDA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will enable CSS to continue its administration of the SCSEP in FY 2009-2010 through FY 2012-2013. This program provides part-time work training opportunities at local community service agencies for older workers who have poor employment prospects and assists with the transition of individuals to unsubsidized employment. Further, the program provides a variety of supportive services and job placement assistance such as job-related counseling, job development, job search, job club, and job referrals. The CDA requires the department submit a budget for Title V programs annually.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with principles of the Countywide Strategic Plan goals of *Children, Family and Adult Well-Being* and *Community and Municipal Services*.

FISCAL IMPACT/FINANCING

The cost of the SCSEP in FY 2009-2010 is estimated at \$2,200,149. There is no impact on the County general funds, as the SCSEP is fully financed by OAA Title V funding that includes funding for administrative and program costs. Funding SCSEP has been included in the department's FY 2009-2010 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Los Angeles County is a designated Area Agency on Aging (AAA). The CDA allocates funding to the County for the administration of senior employment programs. The FY 2009-2010 contract between the County of Los Angeles, CSS and the CDA is expected to be finalized by June 30, 2009. Program funding will be contingent upon the execution of the contract with the CDA.

The program is operated by CSS using community-based host agencies as training sites. Participants are recruited at WorkSource Centers and Senior Centers in all Supervisorial Districts by Title V administrative staff. Training and supervision is provided by the host agencies. CSS has a Memorandum of Understanding, attached, with the host agencies to provide training, supervision, and a safe working environment to program participants. The selection of host agencies is based on their ability to provide useful training that leads to unsubsidized job placement.

Monitoring of host agencies and training site participants is conducted by Title V program monitors. The program monitors, through site visits and interviews with the participants and training site supervisors, evaluate and report monthly, and/or as needed, on the training progress of each participant. The salaries and wages of all

participants assigned to the host agencies are paid through the department. Currently, there are approximately 130 agencies under agreement with CSS to provide SCSEP services to the target population.

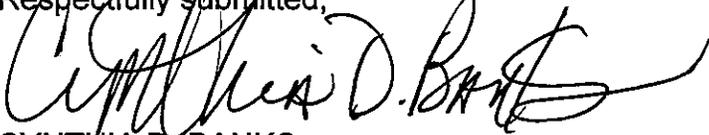
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow the Department to continue providing subsidized on-the-job training services to approximately 280 participants during FY 2009-2010.

CONCLUSION

Upon Board approval please mail two copies of the adopted Board Letter to Jose N. Rivas, Budget Director, Community and Senior Services Department, at 3175 West Sixth Street, Los Angeles, CA 90020.

Respectfully submitted,



CYNTHIA D. BANKS
Director

CDB:jr

Attachment

- c: William T Fujioka, Chief Executive Officer
Robert E. Kalunian, Acting County Counsel
Wendy Watanabe, Auditor Controller
Sachi A. Hamai, Executive Officer

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**
3333 Wilshire Boulevard, Suite 400, Los Angeles, CA 90010
Telephone: (213) 738-2631 Fax: (213) 480-1125

**SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP)
CONTRACTING AGENCY AGREEMENT**

By agreeing to this agreement, the contractor shall make an effort to:

Provide meaningful training which leads to the hiring of at least one participant by the host agency or by another employer as the result of training within a contract year.

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the **LOS ANGELES COUNTY AREA AGENCY ON AGING SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM**, hereinafter referred to as **AAA SCSEP**, located at 3333 Wilshire Boulevard, Suite 400, Los Angeles, California, and

Contracting Agency Name

Contracting Agency Address

Federal Employer Identification Number (FEIN)

hereinafter referred to as the Contractor.

NOW, THEREFORE, it is agreed by and between the parties either party may terminate this Agreement upon 15 days' prior written notice or when funds become unavailable.

The term of this Agreement shall be from the 1st day of July, 200 9 through June 30, 2012, provided, however, either party may terminate this Agreement upon 15 days' prior written notice.

SECTION 1 - AREA AGENCY ON AGING'S PERFORMANCE

- A. The AAA SCSEP shall be responsible for assignment of participants to the Contractor, subject to interview and approval by the Contractor.

- B. The AAA SCSEP shall provide orientation to each participant entering the program, explain its relationship and responsibility to the training site, and conduct participant and site evaluations.
- C. During the training period, the AAA SCSEP shall pay the participant's salary based on appropriate documentation and certified timecards and provide Workers' Compensation Insurance and any applicable fringe benefits.
- D. The AAA SCSEP shall monitor the Contractor to determine Agreement compliance, training site safety, and participant training progress as agreed upon in the participant Individual Employability Plan (IEP).
- E. The AAA SCSEP will be responsible for rotating the participant by the end of two years or earlier to continue job enhancement or other formal training. The AAA SCSEP will notify the host agency no less than two weeks prior to rotation.
- F. The AAA SCSEP will develop an IEP to be shared with Contractor. The AAA SCSEP and the Contractor will be responsible for monitoring the participant's progress as per the IEP.

SECTION 2 - CONTRACTOR'S PERFORMANCE

- A. Contractor shall give consideration to participant for all job openings for which that participant qualifies.
- B. Contractor shall work with SCSEP staff to assist the participant in personal development and encourage the participant in seeking and obtaining unsubsidized employment through job search.
- C. Contractor shall recognize that the position occupied by the participant is a temporary training assignment designed to prepare the participant for unsubsidized employment; moreover, that the participant may obtain an unsubsidized job at any time or may be rotated to another training site or into a formal training program to enable the participant to receive additional training; and, in such cases, the assignment of an additional or replacement trainee cannot be guaranteed.
- D. Contractor shall provide a safe and sanitary work environment and working conditions and provide the participant with safety instructions.

- E. Contractor shall not modify participant's job description without the written authorization of the SCSEP.
- F. Contractor shall provide adequate training and effective supervision. Contractor shall record the percentage of time spent by the supervisor on the participant's time card if salaried or portion thereof, which are paid for with non-federal funds.
- G. Contractor shall complete and return in an accurate and timely manner all timecards, non-federal in-kind reports, or other reports requested by the SCSEP. Contractor understands that said reports are required and that failure to submit said reports constitute a material breach of this Memorandum of Understanding and the Agreement can be terminated for repeated failure to submit required reports.
- H. Contractor shall review participant time card for accuracy prior to signing. Under no circumstances shall the Contractor authorize the participant to sign his/her own time card or other participant's time card.
- I. Contractor shall ensure the participant works the total hours authorized by AAA SCSEP. (This includes SCSEP-sponsored job search and participant meetings.) Under no circumstances shall the Contractor ask the participant to work other than the authorized agreed hours.
- J. Contractor shall not change the participant training site, training duties, work station, or working hours without prior authorization from the SCSEP.
- K. Contractor shall not displace any current employee or volunteer with a participant nor assign a participant to perform the tasks of an employee on layoff, nor replace a federally funded position (other than SCSEP) with a participant.
- L. Contractor will adhere to the participant IEP and work closely with the AAA SCSEP to assure the participant's progress that prepares him/her for unsubsidized placement.

SECTION 3 - NONPROFIT OR TAX EXEMPT STATUS

Contractor shall submit proof to the AAA SCSEP of its status as a non-profit organization under the laws of the State of California and Internal Revenue Code Section 501(c)(3). Governmental and public entities are exempt from this Section.

SECTION 4 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents (County), and also the AAA, from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County and AAA shall indemnify, defend, and hold harmless Contractor from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's and AAA's acts and/or omissions arising from and/or relating to this Agreement.

SECTION 5 - INSURANCE REQUIREMENTS

General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- A. Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *CSS Contract Administrator Name and Address* prior to commencing services under this Agreement. Such certificates or other evidence shall:
- Specifically identify this Agreement.
 - Clearly evidence all coverages required in this Agreement.
 - Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - identify any deductibles or self-insured retentions.

- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

- C. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage and, without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

- D. **Notification of Incidents, Claims or Suits:** Contractor shall report to County:
 - any accident or incident relating to services performed under this Agreement that involves injury or property damage that may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
 - any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
 - any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

III. Insurance Coverage Requirements:

- A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Contractor is not responsible for providing workers' compensation benefits for participants during their training period.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

SECTION 6 - POLITICAL AND SECTARIAN ACTIVITIES

Contractor shall ensure that participants are not placed in training sites that may involve partisan or non-partisan political activities or Sectarian instruction or worship.

SECTION 7 - DISCRIMINATION

Contractor shall ensure that participation in the AAA SCSEP will not displace any other paid employee nor discriminate with regard to race, color, creed, national origin, religion, age, and handicap status. Contractor agrees to comply with all federal, State, and County laws relating to employment, immigration, and to assure a drug-free workplace. Participants serving at the Contractor's site shall be covered by provisions contained in this Agreement.

SECTION 8 - ASSIGNMENT/ALTERATION

This Agreement, or any of its rights, obligations, or terms of conditions, may not be assigned or altered by either party without written consent of both parties.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contract.

COUNTY:

LOS ANGELES COUNTY
COMMUNITY AND SENIOR SERVICES
3333 Wilshire Boulevard, Suite 400
Los Angeles, California 90010

CONTRACTOR:

HOST AGENCY ADDRESS

TELEPHONE: _____

FAX: _____

SIGNATURE

Trinka S. Petties

NAME

Program Director

TITLE

DATE

SIGNATURE

NAME (print)

TITLE

DATE